

2834

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : DeCristofaro et al

Serial No. : 09/506,533

Filed : February 17, 2000

Title : AMORPHOUS METAL STATOR FOR A RADIAL-FLUX ELECTRIC MOTOR



Arlene
9/21/00
TIB

Commissioner for Patents
Washington, D.C. 20231

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) HONEYWELL INTERNATIONAL INC., a Delaware corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

An assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 010632, Frame 0258 on February 17, 2000.

A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of these documents are enclosed.

Merger document indicating merger of "Honeywell International Inc." with and into "AlliedSignal Inc." with the resultant merged corporation named "Honeywell International Inc."

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, Washington, D.C. 20231.

September 8, 2000

Date of Deposit

Signature

Cynthia M. Boren

Typed or Printed Name of Person Signing Certificate

Applicant : DeCristofaro et al
Serial No. : 09/506,533
Filed : February 17, 2000
Page : 2

Attorney's Docket No.: 11851-011001 / 30-4519

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

Charlotte H. Copperthite, Reg. No. 32,975
Mary Ann Lemere, Reg. No. 32,160
HONEYWELL INTERNATIONAL INC.
101 Columbia Road, AB2B
Morristown, New Jersey 07962-1057

as principal attorneys with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

The undersigned, acting on behalf of the assignee, hereby appoints the following as associate attorneys:

Gary Walpert, Reg. No. 26,098
Stephan J. Filipek, Reg. No. 33,384
Andrew N. Parfomak, Reg. No. 32,431
of FISH & RICHARDSON P.C.
45 Rockefeller Plaza, Suite 2800
New York, New York 10111

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

Attn: Patent Services
HONEYWELL INTERNATIONAL INC.
101 Columbia Road, AB2B
Morristown, New Jersey 07962-1057

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

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Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: Aug. 24, 2000


CHARLOTTE COPPERWHITE, ESQ.
General Counsel, Amorphous Metals

Honeywell International Inc.
101 Columbia Road, AB2B
Morristown, New Jersey 07962-1057
Telephone: (973) 455-2000
Facsimile: (973) 455-5469

30023417.doc

State of Delaware
Office of the Secretary of State

PAGE 1



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES: "HONEYWELL INTERNATIONAL INC.", A DELAWARE CORPORATION, WITH AND INTO "ALLIEDSIGNAL INC." UNDER THE NAME OF "HONEYWELL INTERNATIONAL INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF DECEMBER, A.D. 1999, AT 4 O'CLOCK P.M.

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Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION: 0578907
DATE: 07-25-00

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 12/01/1999
991512065 - 2061772

CERTIFICATE OF OWNERSHIP AND
MERGER OF
HONEYWELL INTERNATIONAL INC.
WITH AND INTO
ALLIEDSIGNAL INC.



Pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), AlliedSignal Inc., a Delaware corporation (the "Company"), and Honeywell International Inc., a Delaware corporation (the "Name Change Subsidiary"), hereby certify the following with respect to a merger (the "Name Change Merger") of the Name Change Subsidiary with and into the Company:

FIRST: The Company is the record and beneficial owner of all of the outstanding shares of capital stock of the Name Change Subsidiary.

SECOND: In accordance with Section 253 of the DGCL, on June 4, 1999 the Board of Directors of the Company adopted a resolution authorizing a subsidiary of the Company to be merged with and into the Company. A copy of the Resolution (the "Resolution") is attached as Exhibit A hereto.

THIRD: Pursuant to Section 253 and the Resolution, the Name Change Subsidiary is hereby merged with and into the Company with the Company being the surviving corporation in the Name Change Merger.

FOURTH: Pursuant to the Name Change Merger, the corporate name of the Company shall be changed to:

"Honeywell International Inc."

FIFTH: This Certificate of Ownership and Merger shall be effective upon the filing thereof with the Secretary of State of the State of Delaware.

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IN WITNESS WHEREOF, the undersigned has caused this Certificate of Ownership and Merger to be duly executed by its duly elected officer this 1st day of December, 1999.

ALLIEDSIGNAL INC.

By: Peter M. Kreindler
Name: Peter M. Kreindler
Title: Senior Vice President,
General Counsel & Secretary

Exhibit A

Extract From Resolutions

Adopted by the Board of Directors of
AlliedSignal Inc.

June 4, 1999

After discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, AlliedSignal Inc. (the "Company") proposes to enter into a business combination with Honeywell Inc., a Delaware corporation ("Honeywell"), pursuant to which a newly formed, wholly owned Delaware corporate subsidiary of the Company ("Merger Subsidiary") would be merged (the "Merger") with and into Honeywell and, among other things, each share of Honeywell's common stock, par value \$1.50 per share ("Honeywell Common Stock"), issued and outstanding at the effective time of the Merger (other than shares of Honeywell Common Stock held in treasury by Honeywell or held by the Company or any of the Company's or Honeywell's subsidiaries) would be converted into the right to receive 1.875 shares of the Company's common stock, par value \$1.00 per share ("Company Common Stock") (the "Exchange Ratio"), subject to the terms and conditions set forth in the Agreement and Plan of Merger proposed to be entered into by and among the Company, Merger Subsidiary and Honeywell (the "Merger Agreement");

WHEREAS, in connection with the Merger, the Company proposes to change its corporate name to "Honeywell International Inc." at the effective time of the Merger, by causing a newly formed, wholly owned Delaware corporate subsidiary of the Company ("Name Change Subsidiary") to be merged with and into the Company pursuant to a merger (the "Name Change Merger") the terms of which provide for such change to the Company's name (the "Name Change").

RESOLVED, that the Board of Directors has determined that the Name Change, the Name Change Merger and the transactions related thereto are advisable and in the best interests of the Company;

RESOLVED, that each of the Authorized Officers or their designees is hereby authorized and empowered, for and on behalf of the Company, to prepare and execute an agreement and plan of merger with respect to the Name Change Merger containing such terms and conditions as the Authorized Officers or their designees deem appropriate, and that the Board of Directors hereby declares such agreement to be advisable;

RESOLVED, that pursuant to the Merger Agreement and Section 253 of the DGCL, immediately prior to or as of the effective time of the Merger, the Company shall cause the Name Change Subsidiary to merge with and into the Company, with the Company being the surviving corporation (the "Surviving Corporation");

RESOLVED, that each of the Authorized Officers or their designees is hereby authorized and empowered, for and on behalf of the Company, to prepare, execute and file a Certificate of Ownership and Merger pursuant to Section 253 of the DGCL with the Secretary of State of the State of Delaware and to do all acts and things necessary or proper to effect such Name Change;

RESOLVED, that as of the effective date of the Name Change, the Certificate in effect immediately prior to such date, shall be revised to reflect the Name Change and such certificate shall be the Certificate of Incorporation of the Surviving Corporation;

RESOLVED, that each of the Authorized Officers or their designees is hereby authorized and empowered, for and on behalf of the Company, to take all such other actions (i) seeking all requisite consents and approvals, if any, and taking such actions, if any, as are necessary or advisable to comply with the requirements of federal, state, and foreign laws or regulations, (ii) retaining such advisors, consultants and agents (including, but not limited to, stock transfer agents) as any of said officers, may deem necessary or advisable, and (iii) executing and delivering all agreements, undertakings, obligations, financing arrangements, instruments and other documents and taking such action as such officers, or any of them, consider necessary or advisable, in each case in order to effectuate the foregoing resolutions and to carry out the intent and purposes thereof or otherwise to effectuate any of the transactions contemplated by the foregoing resolutions; and

RESOLVED, that any and all actions heretofore taken by any officer of the Company in connection with the Merger Agreements, Related Documents and the transactions contemplated thereby are hereby ratified and approved.



UNITED STATES DEPARTMENT OF COMMERCE

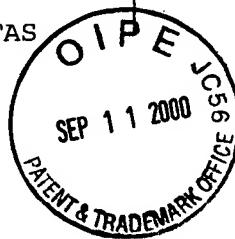
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 17, 2000

RIKER, DANZIG, SCHERER,
HYLAND & PERRETTI LLP
ERNEST D. BUFF, ESQ.
ONE SPEEDWELL AVENUE
MORRISTOWN, NJ 07962

PTAS



101298982A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/17/2000

REEL/FRAME: 010632/0258

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DECRISTOFARO, NICHOLAS J.

DOC DATE: 02/11/2000

ASSIGNOR:

NGO, DUNG A.

DOC DATE: 02/11/2000

ASSIGNOR:

BYE, RICHARD L., JR.

DOC DATE: 02/11/2000

ASSIGNOR:

STAMATIS, PETER J.

DOC DATE: 02/17/2000

ASSIGNOR:

FISH, GORDON E.

DOC DATE: 02/11/2000

ASSIGNEE:

HONEYWELL INTERNATIONAL INC.
101 COLUMBIA ROAD
MORRISTOWN, NEW JERSEY 07962

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010632/0258 PAGE 2

SERIAL NUMBER: 09506533
PATENT NUMBER:

FILING DATE: 02/17/2000
ISSUE DATE:

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-28-2000

Case Docket No. 30-4519 CIP1 (4710)

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

2.17.00 REC



101298982

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

Nicholas J. DeCristofaro, Dung A. Ngo, Richard L. Bye, Jr., Peter J. Stamatis and Gordon E. Fish

Additional name(s) & party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other _____

Execution Date: February 11, 2000 and February 17, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: February 17, 2000.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ernest D. Buff, Esq.

Internal Address: _____

Riker, Danzig, Scherer, Hyland & Perretti LLP

Street Address:

Headquarters Plaza

One Speedwell Avenue

City: Morristown State: NJ Zip: 07962

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41)\$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0444

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03/27/2000 DNGUYEN 00000098-500444 09506533

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ernest D. Buff

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

02/17/2000

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

Assignment before issue of Letters Patent

Honeywell File 30-4519 CIP1 (4710)

WHEREAS, we, Nicholas J. DeCristofaro, a resident of Chatham; Dung A. Ngo, a resident of Morris Plains; Richard L. Bye, Jr., a resident of Morristown, Peter J. Stamatis, a resident of Morristown, all of County of Morris, State of New Jersey; and Gordon E. Fish, a resident of Montclair, County of Essex, State of New Jersey (hereinafter "Assignor") have invented certain new and useful improvements in **AMORPHOUS METAL STATOR FOR A RADIAL-FLUX ELECTRIC MOTOR** (hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on the day(s) and date(s) of these presents.

AND WHEREAS, Honeywell International Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at 101 Columbia Road, Morris Township, Morris County, New Jersey, U.S.A., hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said U.S. LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said U.S. LETTERS PATENT, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignor warrants unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference, conflict, opposition and litigation.

IN TESTIMONY WHEREOF I have hereunto set my hand this

Peter J. Stamatis

17 day of February, 20 00
Peter J. Stamatis

IN TESTIMONY WHEREOF I have hereunto set my hand this

Gordon E. Fish

11th day of February, 20 00

IN TESTIMONY WHEREOF, I have hereunto set my hand this

____ day of _____, 20 ____

STATE OF New Jersey)
COUNTY OF Morris) ss.:

On this _____ day of February, 20 00 before me personally appeared

Peter J. Stamatidis

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Sharon D. Bucklin

Notary Public

My commission expires My Commission Expires Sept. 18, 2009

STATE OF New Jersey)
COUNTY OF Morris) ss.:

On this 11th day of February, 20 00 before me personally appeared

Gordon E. Fish

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Angela L. Gehring

Notary Public

My commission expires:

ANGELA L. GEHRING
Notary Public of New Jersey
My Commission Expires Dec. 7, 2009

STATE OF _____)
COUNTY OF _____) ss.:

On this _____ day of _____, 20 _____ before me personally appeared

to me known and known to me to be the individual _____ described in and who executed the foregoing instrument,
and _____ he _____ acknowledged to me that _____ he _____ executed the same.

[SEAL]

Notary Public

My commission expires:

Assignment

Nicholas J. DeCristofaro, Dung A. Ngo,
Richard L. Bye, Jr., Peter J. Stamatidis and
Gordon E. Fish

TO
HONEYWELL INTERNATIONAL INC.

INVENTION:

**AMORPHOUS METAL STATOR FOR
A RADIAL-FLUX ELECTRIC MOTOR**

Honeywell File: 30-4519 CIP1 (4710)

Honeywell International Inc.
101 Columbia Road
Morristown, New Jersey 07962

ASSIGNMENT

Assignment before issue of Letters Patent

Honeywell File 30-4519 CIP1 (4710)

WHEREAS, we, Nicholas J. DeCristofaro, a resident of Chatham; Dung A. Ngo, a resident of Morris Plains; Richard L. Bye, Jr., a resident of Morristown, Peter J. Stamatis, a resident of Morristown, all of County of Morris, State of New Jersey; and Gordon E. Fish, a resident of Montclair, County of Essex, State of New Jersey (hereinafter "Assignor") have invented certain new and useful improvements in
AMORPHOUS METAL STATOR FOR A RADIAL-FLUX ELECTRIC MOTOR
(hereinafter "invention") for which Assignor is making or has made application for LETTERS PATENT OF THE UNITED STATES, which application has been duly executed by Assignor on the day(s) and date(s) of these presents.

AND WHEREAS, Honeywell International Inc., a corporation organized and existing under the laws of the State of Delaware, U.S.A., having a place of business at 101 Columbia Road, Morris Township, Morris County, New Jersey, U.S.A., hereinafter called the Assignee, is desirous of acquiring the entire right, title and interest in and to said invention within the United States of America and its territorial possessions and all foreign countries and any United States or foreign LETTERS PATENT that may be granted therefor.

NOW, THIS INDENTURE WITNESSETH, that for good and valuable considerations, the receipt whereof is hereby acknowledged, Assignor has assigned, sold and transferred, and does hereby assign, sell and transfer to the said Assignee the entire right, title and interest in and to the said invention, within the United States of America and its territorial possessions and all foreign countries and in and to any LETTERS PATENT of the United States and foreign countries, including utility models, inventor's certificates and like government grants, and all divisions, reissues, continuations and extensions thereof that may be granted therefor, and the right to apply for LETTERS PATENT in foreign countries with full benefit of such priorities as may now or hereafter be granted to Assignor by local laws or by treaty, including any international convention, for the protection of industrial property, together with the right to extend the protection of said U.S. LETTERS PATENT to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the full end of the term for which said LETTERS PATENT may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. And Assignor does hereby request and authorize the Commissioner of Patents and Trademarks, U.S.A., to issue said U.S. LETTERS PATENT, when granted, in accordance with this assignment.

Assignor further covenants and agrees with the Assignee that Assignor has a full and unencumbered title to the invention hereby assigned, which title Assignor warrants unto the Assignee, and Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the said invention, and for maintaining and perfecting the Assignee's right to said invention and LETTERS PATENT particularly in cases of interference, conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of February, 20 00

Nicholas J. DeCristofaro

Nicholas J. DeCristofaro

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of February, 20 00

Dung A. Ngo

Dung A. Ngo

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of February, 20 00

Richard L. Bye, Jr.

Richard L. Bye, Jr.

